

AMENDMENT TO GROUND LEASE

Reference is made to that certain ground lease agreement dated December 10, 1959, between Arnett Dorbandt, as lessor, and C. W. Yelvington, as lessee, amended from time to time and last amended January 15, 1997 (as amended, the "Lease") covering the real property known as 7201 Camp Bowie West Blvd., Fort Worth, Tarrant County, Texas, and more particularly described as follows:

All of the west one-half (1/2) of Block No. Two (2) of Highland Homes Addition to the City of Fort Worth, Tarrant County, Texas, SAVE AND EXCEPT the north 56.5 feet thereof sold to the State of Texas by deed recorded in Volume 1402, Page 445, Deed Records of Tarrant County, Texas (the "Property")

Patricia A. Howe (the "Lessor") is the present owner of the Property and successor in interest to the rights of lessor under the Lease.

SSI-Grandy's LLC, a Delaware limited liability company, (the "Lessee") is the successor in interest to the rights of lessee under the Lease, and is presently in possession of the Property and operating its business thereon.

The Lease terminates October 14, 2010. Lessor and Lessee desire to amend the Lease on the terms stated in this Amendment to Ground Lease (the "Amendment").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby amend the Lease as follows:

1. Assumption of Lease/Extension of Term. Lessee hereby assumes the lessee's obligations under the Lease for and attributable to the period from and after February 20, 2007. The Lease is extended for an additional term of five (5) years so that the Lease shall terminate, unless extended by the exercise of the Extension Option, on October 14, 2015.

2. Rent.

2.1 Monthly rent payable each month in advance to October 14, 2010, shall be **\$2,973.58.**

2.2 Monthly rent payable each month in advance commencing October 15, 2010, and ending September 15, 2015, shall be **\$3,220.00.**

3. Late Charge. Lessee shall pay a late charge of ten percent (10%) of any Rent not received by Lessor by the 25th day of the month in which the Rent is due.

4. Extension Option. Provided (i) there is no uncured default under the Lease on October 14, 2015, and (ii) Lessee gives Lessor written notice not later than June 15, 2015, of Lessee's exercise of the Extension Option, Lessee may extend the term of the Lease for an additional five (5) years so that the Lease, as extended, will terminate October 14, 2020. Monthly rent for the additional term of five (5) years pursuant to the Extension Option shall be payable each month in advance in the amount of **\$3,510.00**, commencing October 15, 2015.

5. Property Taxes. Lessee shall pay all taxes and assessments (the "Property Taxes") on the Property prior to delinquency and deliver to Lessor not later than the last day of February of each year evidence in writing that all taxes and assessments for the previous year were paid before delinquency. Property Taxes for the final tax year of the Lease term shall be prorated, such that Lessee bears the prorata portion attributable to the portion of such year falling within the Lease term.

6. Property Insurance. Lessee shall maintain an insurance policy (the "Property Insurance") insuring against such risks as are customary for businesses similar to the business of Lessee conducted on the Property that covers all improvements on the Property for their full replacement cost as determined when the policy is issued and renewed. Lessor shall be named an insured under such policy. A copy of such policy, and each renewal thereof, shall be delivered to Lessor at least ten days before expiration.

7. Liability Insurance. Lessee shall maintain and keep in force commercial general liability insurance providing coverage against (among others) bodily injury and disease, including death resulting therefrom, personal injury and property damage, written on an "occurrence" basis with respect to the business and any other activities carried on, in or from the Property, (i) with such limits as are customary for businesses similar to the business of Lessee conducted on the Property, and (ii) naming Lessor as an "additional insured".

8. Indemnity. Lessee hereby agrees to indemnify, defend, and hold Lessor harmless from any liability, attorney's fees, expenses, or claims arising out of the use of the Property by Lessee or those claiming by, through or under Lessee.

9. Default by Lessee/Events. Defaults by Lessee are (a) failing to pay timely Rent, (b) failing to pay the Property Taxes before delinquency, or (c) failing to maintain the Property Insurance.

10. Default by Lessee/Lessor's Remedies. Lessor's remedies for Lessee's uncured defaults described in Section 9 hereof are, after giving written notice of the specific default and the default continuing for a period of ten (10) days after the delivery of such notice, to (a) enter and take possession of the Property, after which Lessor may relet the premises on behalf of Lessee and receive the Rent directly by reason of the reletting; or (b) terminate the Lease by written notice and sue for damages. Lessor shall have the same remedies for any other uncured breach of the Lease by Lessee, but any breach other than those described in Section 9 hereof shall be subject to the longer notice and cure period provided for in Section 4b of the Amendment and Reinstate of Lease dated January 15, 1997, between Thomas A. Howe, Michael C. Howe, Lewis D. Howe and Grandy's, Inc. In either event, Lessor shall also be entitled (after the expiration of the applicable notice and cure period and prior to the subject default or breach having been cured) to enter and take possession of the Property by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the premises, until the default is cured, without being liable for damages.

11. Default/Waiver/Mitigation. It is not a waiver of default if Lessor fails to declare immediately a default or delays in taking any action. Lessor and Lessee have a duty to mitigate damages.

12. No Assignment or Subletting. Lessee shall not assign the Lease or enter into a sublease of all or part of the Property without Lessor's prior written consent, which shall not be unreasonably withheld, conditioned or delayed; provided, however, upon written notice to but without Lessor's consent, Lessee may assign the Lease or sublet all or part of the Property to any Lessee Affiliate or franchisee of Lessee (the term "Lessee Affiliate", for purposes hereof, meaning any entity owning, owned by, or under common control with Lessee or acquiring substantially all of Lessee's assets). Lessee warrants that the Sublease dated October 4, 1999, between Grandy's, Inc. and Homestyle Food Corporation is no longer in force and effect.

13. Construction/Alterations to Improvements. Lessee may make any physical alterations, additions or improvements to the improvements on the Property that Lessee desires to make. All improvements on and to the Property will become the property of Lessor upon the termination of the Lease.

14. Notices. Any notice required by the Lease, as amended by this Amendment, shall be deemed to be delivered (whether or not actually received) three (3) days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to Lessor or Lessee at their addresses shown below (or to such other address as either party may hereafter specify as its notice address by written notice to the other).

15. Holdover. If Lessee does not vacate the Property following termination of the Lease, Lessee shall be a tenant at will and shall vacate the premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the term.

16. Attorney's Fees. If either party retains an attorney to enforce the Lease, the prevailing party is entitled to recover reasonable attorney's fees.

17. Venue. Venue is in Tarrant County, Texas, the county in which the Property is located.

18. Complete Agreement. Except modified hereby, the Lease shall continue in full force and effect. In the event of any inconsistency between this Amendment and the terms of the Lease, this Amendment shall control.

19. Counterparts. This Amendment may be executed in counterparts, and when both Lessor and Lessee have signed a copy of this Amendment, the two counterparts shall constitute one document.

20. Replat. If any governmental authority should require the Property to be platted or replatted as a separate lot, such as in connection with an application by Lessee for a

building permit related to proposed alterations or improvements to the Property, then at Lessee's request Lessor shall join in any related platting or replatting applications and otherwise reasonably cooperate with such platting or replatting efforts by Lessee, at Lessee's expense. The terms, conditions and contents of any such plat or replat shall be subject to Lessor's approval, which shall not be unreasonably withheld, conditioned or delayed.

21. Landlord's Liens. Upon request by Lessee at any time when Lessee is not in breach or default under the Lease, Lessor shall subordinate any statutory and contractual landlord's liens which it may have on the trade fixtures and personal property from time to time located on the Property to the security interest therein of Lessee's (or any permitted sublessee's) lenders and vendors. The form of such subordination agreement shall be subject to Lessor's approval, not to be unreasonably withheld, conditioned or delayed.

22. Title. Lessor has advised Lessee that Lessor is the current owner of the Property, having acquired same by will or inheritance. Promptly upon request by Lessee, Lessor shall provide Lessee with such information and documentation within Lessor's possession or control as Lessee may reasonably request to evidence or confirm Lessor's ownership of the Property. Lessee may rescind this Amendment to Ground Lease by written notice given to Lessor: (a) on or before the 30th day after the date of this Amendment, if Lessee is not satisfied with the ownership or condition of title to the Property (including any encumbrances thereon); or (b) at any later time Lessee learns that Lessor was not the sole owner of the Property on the date of this Amendment.

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Executed this 21 day of April, 2008.

LESSOR:


Patricia A. Howe
4500 Roland Avenue, Unit 504
Dallas, Texas 75219

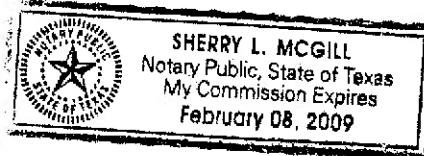
LESSEE:

SSI-Grandy's LLC, a Delaware limited liability company

By: Doug Mzyk
Name: Doug Mzyk
Title: Chief Financial Officer
401 E. Corporate Drive, Suite 244
Lewisville, Texas 75057

[Acknowledgments begin on next page.]

STATE OF TEXAS §
COUNTY OF Denton §

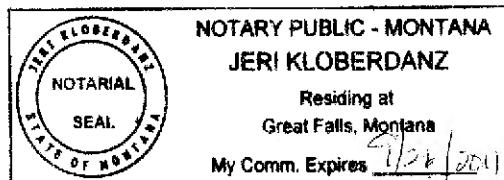


This instrument was acknowledged before me on this 24 day of April, 2008, by Doug Mzyk, Chief Financial Officer of SSI-Grandy's LLC, a Delaware limited liability company, on behalf of said company.

Sherry L. McGill
Notary Public in and for the State of Texas

STATE OF Montana §
COUNTY OF Cascade §

This instrument was acknowledged before me on this 25th day of April, 2008, by Patricia A. Howe.



Jeri Klobertanz
Notary Public in and for the State of Texas

After recording return to:

Kendall A. Hall
Attorney at Law
1452 Hughes Road, Suite 200
Grapevine, TX 76051



KENDALL HALL
1452 HUGHES RD #200

GRAPEVINE TX 76051

Submitter: KENDALL HALL

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 05/13/2008 02:12 PM
Instrument #: D208176845
OPR 7 PGS \$36.00

By: _____



D208176845

**ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.**

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